T BANK
Your Personal Bank

# T Bank Limited

(Your Personal Bank)
Head Office: Thimphu, Bhutan

**T-NET**
**T-SMS**

To,
The Branch Manager,

## Corporate Customers

**(ALL THE PARTICULARS WITH * SIGN ARE MANDATORY)**

**Name of the Company/Firm/Govt. Dep. /Agencies*:**_____
**Address*:** _____
_____**Corporate E-Mail*:**_____

**General Conditions:**

1. The account number and customer details shall be as per the records of T BANK LIMITED (TBL).
2. Transaction rights shall be strictly as per mode of operation registered in TBL records.
3. Initiator – who prepares transaction for authorization.
4. Authorizer – Joint Signatory who authorizes the transaction.
5. One initiator and at least one authorizer are required for corporate T-NET.
6. Power/Limit–power to authorize the amount……..
7. Must produce letter of authority/copy of Board Resolution to avail the all types of corporate T-NET services.

| *CIF NO. | 1) | 2) | 3) | 4) |
|---|---|---|---|---|
| A/C nos. attached to above CIF | | | | |

Details of the persons authorized to operate the above accounts through Internet Banking Solution:

| | | | | | | |
|---|---|---|---|---|---|---|
| Initiator | NAME* | | | | | |
| | Date Of Birth* | | Telephone/Mobile No* | | Citizen ID No.* | |
| | Power/Limit* | | E-mail ID* | | Signature* | |
| Authorizer | NAME* | | | | | |
| | Date Of Birth* | | Telephone/Mobile No* | | Citizen ID No.* | |
| | Power/Limit* | | E-mail ID* | | Signature* | |
| Authorizer | NAME* | | | | | |
| | Date Of Birth* | | Telephone/Mobile No* | | Citizen ID No.* | |
| | Power/Limit* | | E-mail ID* | | Signature* | |

***(In case of more authorizer user, please attach separate application forms)***

Please provide the following T-NET facilities for our above mentioned accounts to the above named persons. We have enclosed a letter of authority/copy of Board Resolution to this effect.

| T-NET/INTERNET BANKING | BULK UPLOAD | T-SMS / T-ALERT |
|---|---|---|
| 1. View Only YES ☐ NO ☐<br>2. View and Fund Transfer YES ☐ NO ☐ | 1. SDMC YES ☐ NO ☐ (if yes, please fill up the separate form D)<br>2. SDSC YES ☐ NO ☐ | 1. SMS YES ☐ NO ☐<br>2. ALERT YES ☐ NO ☐<br>MOBILE NO: _____ |

1. **View only Services: (***Balance Inquiry, Account summary, Account Activity, Cheque Book request, and Cheque Status)*
2. **Fund Transfer Services:** (*Own accounts/Third party funds transfer, opening term deposit, loan repayment, bill payment and bulk upload*.)
3. ***SDMC****: Single Debit Multiple Credit and* ***SDSC****: Single Debit Single Credit*

**Declaration**:

I/we, hereby apply to the TBL T-NET/T-SMS facilities and declare that the information provided herein is true and correct to the best of my/our knowledge and ability. I/we agree that TBL reserves the right to accept or reject my/our application without assigning any reason, whatsoever. I/we, hereby-, irrevocably authorize TBL to debit from my/our above mentioned account for the settlement of transaction amount by utilization of TBL T-NET/T-SMS Banking services, provided in the above name including any charges, if any, that TBL shall levy and also agree to undertake full liabilities for all the charges/service fees/T-NET applicable for use of the service together with any further sum to which you may be entitled in respect of the transactions. I/we also acknowledge and confirm that I/we have read and understood the terms and conditions clearly governing the use of TBL T-NET/T-SMS banking services and its consequences mentioned herewith/back side of the application form and agreed to abide by them unconditionally. In the event of my/our failure to abide by the terms and conditions stipulated herein, I/we agree irrevocably to compensate the TBL and its Branches for any loss incurred or to be incurred in future.

Date: Authorize Signatory (S) (Affix Legal stamp)

**FOR BANK USE ONLY**

**Signatures, account No. and name of the applicants verified and found as per Bank's records. Required services are enabled at the account level. Recommended and Permitted for providing Corporate T-NET Services.**

**Application Received Date*:** _____ **Name and Signature of Section Officer:** _____

**Branch Incharge*:** _____ **Branch Seal***

**User ID:1)** _____ **2)**_____ **3)** _____

**Created By:** _____ **Authorize By:** _____

**PIN MAILER ISSUED TO**

**Name:** _____ **Signature:** _____

## T Bank T-NET AND T-SMS : TERMS AND CONDITIONS

These terms and conditions specify the rights and duties of *a* customer (you) and the TBL (us) in connection with your use of the service. All the terms and conditions form the part of the Agreement with the signing of this application by the customer and TBL. These terms and conditions are legally binding upon the customer. Therefore, it is important to read them carefully before you sign and execute the application. These terms and conditions supersede all earlier terms and conditions relating to the service, if any, except where we advise you otherwise. The terms and conditions apply to the individual accounts and company accounts that you may access while availing the service. If there is a conflict between the terms and conditions of this Agreement and any other relevant terms and conditions, these new terms and conditions shall prevail. These terms and conditions relate to:

1. Individual accounts in your sole name; and
2. Joint accounts but only if these may be operated by a single signing authority;
3. Business and corporate accounts (collectively "eligible accounts"). Account holders who do not have an account for these purposes may nonetheless make account enquiries. By submitting the "I agree" button, for these terms and conditions at the time of login, you agree to be legally bound by the same and legally liable of any consequence therof. These terms and conditions are subject to change from time to time. Any changes shall be notified to you online/written.

### CUSTOMER COMPLIANCE

The requirements as prescribed by TBL for the purpose of due authentication shall be complied and confirmed by the customer, which shall be as hereunder. The customer hereby agreed to conform to the prescribed authentication procedures and security measures required for transactions and shall undertake all reasonable measures to ensure that the login/transaction password is not revealed to any third party, whatsoever. If there is misuse of any facility or service and then loses money from his/their account, it shall be his/their own liability and the TBL shall not bear any losses whatsoever. If you do not agree to any of these terms and conditions, you are not obliged to sign and execute this document.

The various compliance in respect of customers are:

**1**. Herein after the Internet Banking shall be called as **T-NET** and Mobile/SMS Banking is called as **T-SMS**.

**2**. The Customer shall be allotted User ID, Login Password and Transaction PIN by the TBL in the first instance. The user shall be required to change the Login Password assigned by TBL on accessing the **T-NET/T-SMS** services for the first time after his/her/its agreeing to the terms and conditions for **T-NET/T-SMS**. As a safety measure, the user shall change the Login Password as frequently as possible thereafter or as and when the system requires for the same (which shall be 90 days from the last change) whichever is earlier. In addition, TBL may at its discretion advise the user to adopt such other means of authentication as it may deem fit.

**3**.The customer shall be bound by the instructions he/she has initiated in the **T-NET/T-SMS**, making it clear that the Bank does not have any liability when his/her instructions using the Login / Transaction/SMS Password are carried out. That is the TBL is in order in carrying out the instructions of the customer on **T-NET/T-SMS**, relying on the Login /Transaction/SMS Password and any transaction thus carried out by the TBL shall be deemed to have been duly authenticated/authorized by the customer.

**4**. The customer understands and agrees that the transaction pin is for the purpose of authenticating the transaction and shall have same effect as the specimen signature of authorized signatory of the customer and the customer shall be bound by the transactions initiated by the use of transaction pin. .

**5**. In case the user forgets the Password, a new Password may be obtained from the TBL against a formal written request. Such replacements shall not be construed / deemed as the commencement of new contract. In such an event the TBL shall provide the new Password within a reasonable period. However, till such time no transactions shall be made.

**6**. The customers are totally responsible and all exercise due care in respect of confidentiality/safekeeping/secrecy of the Login Password /Transaction pin and User ID. If third party gains access to the service in the customer accounts, the customer shall be fully and totally responsible and shall indemnify the TBL against any liability, cost or damages arising out of claims or suits by such third parties based upon or relating to such access and use.

**7**. The customer shall refrain from accessing the resources of the TBL for **T-NET/T-SMS** from public locations like browsing centers which are susceptible for hacking of passwords and other misuse. In any such case, the customer shall be responsible and indemnifies TBL against any liability, costs and damages arising out of such hacking or misuse.

**8**. The customer shall not attempt to access the information and other details stored with TBL through any means other than the Internet/Mobile Banking services provided. The customer shall also ensure that unauthorized persons do not access his/her/ their/its account(s). In case the third party succeeds in getting an order against the TBL from the court, forum, etc., due to violation of the above by the customer, then the customer agrees to indemnify the TBL for the loss caused to the Bank by such violation.

**9**. The User desirous of availing **T-NET/T-SMS** shall either be the account holder and sole signatory or authorized to act independently in case of a joint account. The other joint account holders shall expressly agree with the arrangement and give their consent for: All transactions arising from the use of **T-NET/T-SMS** in the joint accounts shall be binding on all the joint account holders, jointly and severally. The Bank shall in no way be liable for any loss / damage whatsoever that may be incurred or alleged to be incurred by the other joint holder in such an event.

**10**. In case of accounts opened for and on behalf of minors, the natural guardian shall undertake to give all instructions relating to the operation of the account and further undertake not to reveal the User ID and Password to the minor, which if done so will beat that account in case if the account is operated by the minor. In such an event the transaction will be deemed to have been undertaken by the guardian.

**11**. The TBL shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits held in the User's accounts whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the **T-NET/T-SMS** service extended to and/or used by the customers/users.

**12**. TBL shall not be responsible, if the system do not pass the transaction on the transaction date due to system problem and if the payment confirmation is successful in the confirmation page but transaction failed at backend.

### NOTICE:

The method of giving notice by the TBL and the customer are as under:

**1**. Electronically to the mail box of either party.

**2**. In writing by delivering them by hand/post/courier/fax/email to the last address given by the customer and in the case of TBL to the Relationship Manager to whom the customers' account is linked or to the Branch/s where he/she is maintaining account.

**3**. Further, the TBL may also publish notice of general nature on its website, which is applicable to all customers. Such notices shall have the same effect as a notice serviced individually to each customer.

### CHARGES

The TBL reserves the right to charge and recover from the user, service charge for providing the **T-NET/T-SMS** service (including but not limited to the right of charging the user for the use of funds transfer). The user hereby authorizes TBL to recover the service charge by debiting from one of the accounts of the user or by sending a bill to the user who shall be liable to make the payment within the specified period. Failure to do so shall result in recovery of the service charge by the TBL in a manner as the TBL may deem fit along with such interest, if any, and/or suspension of the facility of **T-NET/T-SMS** without any liability to the TBL.

### CHEQUE BOOK ISSUE:

The customer can request for issue of a cheque book and after 24 hours he/she has to collect it from his/her branch respectively.

### OPERATING TIMES, CHANGES AND DISRUPTIONS

The Service shall usually be available for use at the times given in the User Guidance or at other times notified to you. You accept, however, that routine maintenance requirements, excess demand on the systems and circumstances beyond our control may mean it is not always possible for the Service to be available during its normal operating hours. In connection with the Service, we are entitled at any time to:

**1**. Change the mode of operation; or

**2**. Add to, remove or otherwise change, end or suspend any of the facilities available; or end the Service. If we decide to change or end the Service, we shall try to give you prior notice. We will in no way be liable in case of such termination / end of service and / or for any loss caused /suffered in this regard.

### EXCLUSIVITY CLAUSE:

The customer hereby agrees to use the website strictly for his/her/their/its internal use and not for any illegal purpose or in any manner inconsistent with the terms and conditions. The customer agrees not to use, transfer, distribute or dispose of any information contained in the website in any manner that could compete with the business of TBL or otherwise is against the interests of TBL. The term of the **T-NET/T-SMS** services and to comply with all reasonable written requests made by TBL and other parties of context, equipment or otherwise to protect their and other parties contractual, statutory and common law rights in the website. The customer agrees to notify TBL in writing promptly upon becoming aware of any unauthorized access or use of the website by any party or any claim that website infringes upon any copyright, trademark or contractual, statutory or common law rights. The customer is allowed to download and retrieve data from the website on his/her/their/its computer screen, print individual pages on paper, photocopy and store such paper in an electronic form on desk for his/her/their/its exclusive personal use only. The customer further acknowledges that all the intellectual property in the website and the service provided continues to vest with TBL and the customer shall not claim any right hereafter.

### PROTECTIVITY CLAUSE

The customer specifically agrees to hold TBL harmless from any and all claims and agrees that TBL shall not be liable for any loss, actual or perceived, caused directly or indirectly by government restriction, market regulation, war, strike, virus attack, equipment failure, communication line failure, system failure, data corruption, security failure on the internet, unauthorized access, hacking, theft or any problems technological or otherwise or other condition beyond TBL's control, that might prevent the customer from entering or TBL from executing an instruction, order or direction. Customer further agrees that customer will not be compensated by TBL for the orders, instructions or directions which could not be executed.

### CLOSURE OF ACCOUNT

The customer agrees that he/she/they/it shall be able to exercise the right to close the account(s) with TBL, only if there is no obligation pending to be met by the customer towards TBL.

### DECLARATION OF BANKING FACILITIES LINKED WITH THE ACOUNT

I, we hereby agreed to submit in writing to the TBL about the banking facilities linked to the account while legally transferring the authority to another person/party to operate the account. If I, we fail to notify the same to the TBL in writing, any consequences thereof shall be my/our own risk and liability whatsoever.

### RIGHTS RESERVED

The customer hereby acknowledges and agrees that any rights not expressed herein are reserved. The customer also agrees that the terms and conditions are subject to change from time to time and all the customers shall be automatically bound by such changes, irrespective of the time taken in displaying on the net. In the event of failure to intimate the same, the TBL shall not be responsible for any action by the user whose authority has been revoked by the Customer.

### SURVIVAL OF OBLIGATION

The duties of customers under these terms and conditions shall continue to be in full force and effect, notwithstanding the termination of the **T-NET/SMS** Services. The termination of the services shall be without prejudice to any accrued right of TBL.

**NON-TRANSFERABILITY**

The facilities granted under **T-NET/T-SMS** services to customer/user are not transferable under any circumstances by TBL without the prior written concern of the account holder.

**ARBITRATION**

Any dispute arising between the parties hereto in connection with the validity, interpretation or implementation of this agreement, the matter shall be resolved mutually to the extent possible. If a mutual resolution is not possible, the matter shall be referred to Royal Court of Justice, Bhutan.

**ACCOUNT CANCELLATION**

In case the user does not login to his internet banking account for a period exceeding 90 days, the Bank will have the right to revoke such inactive account.

**UTILITY PAYMENT & BULK UPLOAD:**

The user shall upon making the utility payment or bulk upload, crosscheck/confirm their payment or upload from "Bill Pay View" and "Bulk File View" menu respectively in T-NET banking as given in the user manual.

*Signature:*……*Date:*……